

Honolulu Authority for Rapid Transportation

AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACT No. SC-HRT-1600023

This Agreement for Professional Services ("Agreement") is entered into and effective DEC 8, 2015 ("Effective Date"), by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is Ali'i Place, 17th Floor, 1099 Alakea Street, Honolulu, Hawaii 96813, and Honua Consulting (the "Contractor"), whose principal place of business and mailing address is 4348 Waialae Avenue #254, Honolulu, Hawaii 96816, collectively referred to herein as the "Parties," and individually as a "Party."

WITNESSETH:

WHEREAS, HART issued RFP-HRT-886013 on June 26, 2015 to solicit a Section 106 Programmatic Agreement Project Manager Kāko'o II for the Honolulu Rail Transit Project ("HRTTP"); and

WHEREAS, the Contractor was selected pursuant to Hawaii Revised Statutes ("HRS") Section 103D-303, as amended, and related Hawaii Administrative Rules ("HAR"), relating to competitive sealed proposals;

NOW, THEREFORE, HART and the Contractor, in consideration of the foregoing and of the mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

1. Work. The Contractor shall provide all services, including labor, materials, and equipment, necessary to complete the scope of work ("Work") in accordance with the Contract Documents (defined below).
2. Contract Documents. This Agreement, along with the documents listed below and incorporated by reference herein, comprise the Contract Documents or "Contract." The Contract Documents are listed in descending order of precedence, with the latest taking precedence over older versions:
 - This Agreement and any amendments;
 - Special Provisions and any exhibits or attachments thereto;
 - HART's General Terms and Conditions for Professional Services, (v. 08/2015) ("General Conditions");
 - RFP-HRT-886013 and any addenda thereto; and
 - The Contractor's proposal, dated July 29, 2015.

To the extent that the Contractor's Proposal contains provisions which exceed the requirements set forth in the other Contract Documents, then those provisions shall be construed as the minimum Contract requirements.

3. Notice to Proceed. The Contractor shall not commence the Work until HART issues a written Notice to Proceed ("NTP"). Any Work undertaken by the Contractor prior to issuance of the NTP shall be the sole responsibility of and undertaken at the sole risk of the Contractor, without any obligation on HART's behalf.

4. Term. The term of this Contract shall be two (2) years from issuance of the written NTP, with an option to extend for up to four (4) years.

5. Compensation. This is a fixed price, lump sum contract in an amount not to exceed TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00). The Contractor shall be compensated for its satisfactory performance and completion of the Work in accordance with the monthly rates specified in the Special Provisions. All compensation paid to the Contractor under this Contract is inclusive of all direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and applicable taxes including but not limited to, the State of Hawaii's general excise tax (GET) and the City and County of Honolulu's one-half percent (0.5%) GET surcharge. The Contractor is not entitled to any additional compensation under this Contract should there be any increases in the applicable taxes.

6. Cost and Pricing Data. The Contractor hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in HAR § 3-122-122, and submitted pursuant to HAR § 3-122-125, is accurate, complete, and current as of the Effective Date. This certification includes any cost or pricing data which is part of the proposal.

7. Indemnity. Notwithstanding any provision herein to the contrary, the Contractor shall defend, indemnify and hold harmless HART and the City, and their respective officers, members, directors, employees, and agents, from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses for loss, injury, death, or damages, including but not limited to, property damage, personal injury, and economic loss, arising out of, connected with, or related to: (a) this Contract; (b) any act or omission of the Contractor; and (c) the Contractor's failure to comply with any of the applicable federal, State or City laws, statutes, rules, regulations, or requirements (collectively, "Covered Claims"). The Contractor shall reimburse HART and the City for all reasonable attorneys' fees and costs incurred in the defense of any Covered Claim. This provision shall survive the termination of this Contract.

8. Notices. Any notice required or permitted hereunder to be given shall be written and shall either be delivered personally or mailed by certified mail with return receipt requested to the address and person designated by each Party below. If the notice is mailed, it shall be effective one business day following the date it is mailed. If the notice is hand delivered, it shall be effective upon receipt. Any change of address of

either of the Parties shall be effective upon receipt of written notice of such change by the other Party.

Notices to HART shall be sent to HART's Executive Director and CEO as follows:

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation
1099 Alakea Street Suite 1700
Honolulu, Hawaii 96813

Notices to the Contractor shall be sent to:

Trisha K. Watson
Honua Consulting
4348 Waialae Avenue #254
Honolulu, Hawaii 96816


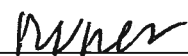
9. Entire Agreement. This Agreement supersedes all prior agreements, representations, and communications, either written or verbal, between the parties regarding the Work. This Agreement cannot be modified except by a written instrument signed by both parties.

IN WITNESS WHEREOF, HART and the Contractor have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

HONOLULU AUTHORITY FOR
RAPID TRANSPORTATION

By: 
Its Executive Director and CEO

HONUA CONSULTING

By: 
Its 

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel

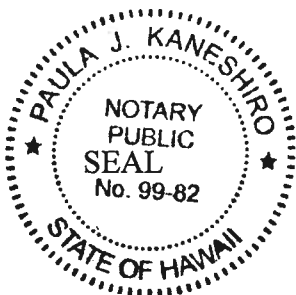
LISA S. HIRAHARA

JURAT

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

Subscribed and sworn/affirmed to before me this 1st day of December, 20 15,
by TRISHA K. WATSON.



Paula J Kaneshiro

Paula J Kaneshiro
Notary Public, First Judicial Circuit
State of Hawaii

My Commission Expires: 2/16/2019

NOTARY CERTIFICATION

Document Date: 12/1/15 # of Pages 4

Notary Name: Paula J Kaneshiro First Judicial Circuit

Document Description: AGREEMENT FOR

PROFESSIONAL SERVICES

Paula J Kaneshiro 12/1/15

Notary Signature Date

